

Mr. Ernest Liakas
State of New Hampshire Department of Employment Security
45 South Fruit Street
Concord, NH 03301

RE: 10 West Street, Concord, NH

The purchase offer form outlined below is non-binding and subject to the approvals outlined below. This offer is solely intended as an outline for the State of New Hampshire Department of Employment Security to select a single offer.

Buyer:	Give the full legal name of the buyer and any relevant information about the buyer's ability to close.
Seller:	The State of New Hampshire Department of Employment Security
Premises:	10 West Street, Concord, NH. Subject property conveyed to the Seller by Warranty Deed recorded in the MCRD at Book 2085, Page 1340 (See Attached). Said tract containing 84,450± square feet and being Lot B on the plan recorded in the MCRD, Plan No. 4946.
Purchase Price:	Type in your full purchase price.
Deposits:	Type in your deposit amount below where indicated. Further describe below when the Buyer deposit will become non-refundable. Type in your deposit amount, deposit money to

	be applicable to purchase price.
Deed:	Property will be transferred via a Warranty Deed.
Purchase and Sales Agreement:	The contents of this non-binding offer will be placed into a binding purchase and sales agreement.
Title:	If Buyer desires an examination of title, Buyer shall pay the cost thereof and complete within Enter the number of days needed days from the commencement date of the Due Diligence period, time being of the essence . If upon examination of the title it is found that the title is not marketable and insurable, after identifying to the Seller in writing any apparent title defects and providing the Seller with a reasonable opportunity to correct or cure them, this Agreement may be rescinded at the option of the Buyer and all deposits shall be refunded to the Buyer, provided that written notice is delivered to the Seller within said time frame, time being of the essence . If no notice is given within said time frame, then any objections to title are waived at the end of the due diligence period.
Date of Transfer of Title:	Transfer of Title shall occur within thirty (30) days after final approval of the sale by the Governor and Executive Council of the State of New Hampshire.
Due Diligence:	<p>After execution of the Purchase and Sales Agreement by the Buyer, the Buyer shall then have the right to enter the property for the following inspections.</p> <p>Provide the number of days needed to conduct each required inspection:</p>

	Environmental: Number of days or N/A Physical Inspection Number of days or N/A Lead Paint Number of days or N/A Radon Number of days or N/A Other (Please list all other inspections as well as a time frame for each)
Permitting Period:	Describe any intended approvals that the Buyer will be seeking, and the timeframe for those approvals.
Financing Contingency:	Describe if this offer is dependent on financing, what terms and what timing. If not dependent on financing, then evidence satisfactory to Seller of ability to pay the purchase price in full must be provided with the signed Purchase and Sales Agreement.

Broker Finder's Fee:	<p>Both parties agree the property is being sold without the services of a real estate broker. However, the Seller is prepared to pay a "finder's fee" equal to 1% of the final purchase price to the real estate broker, if any, responsible for bringing the selected Buyer to the Seller. The commission shall be paid upon and only upon closing and conveyance of the property from the Seller to the Buyer brought to the Seller by the broker. Only brokers licensed by the New Hampshire Real Estate Commission are eligible for the "finder's fee."</p> <p>Please describe if the buyer is being represented in this transaction and if yes then by whom.</p>
Delivery of Premises:	The Seller will deliver the property as is.

Additional Conditions:	Describe any additional conditions.															
Process and Criteria for Selection of offer	<p>The State of New Hampshire Department of Employment Security plans to use a committee of qualified personnel ("Selection Committee") to review and evaluate sealed offers received no later than the deadline. The Seller's Selection Committee will review all offers made in this fashion and reserves the right to select one offer according to the following criteria determined by the Selection Committee to be the most advantageous offer for the State of New Hampshire Department of Employment Security:</p> <table><tr><td>1</td><td>Purchase Price</td><td>75%</td></tr><tr><td>2</td><td>Length of Due Diligence Period</td><td>5%</td></tr><tr><td>3</td><td>Length of Permitting Period</td><td>5%</td></tr><tr><td>4</td><td>Capacity to Perform</td><td>5%</td></tr><tr><td>5</td><td>Contingencies Requested by Buyer</td><td>10%</td></tr></table> <p>All offers are to be sealed and submitted to Seller so that they are received by Seller no later than 5:00 p.m. on May 29, 2015 at 45 South Fruit Street, Concord, New Hampshire 03301. All offers shall be opened by the Seller on June 1, 2015 at 9:00 a.m. at 45 South Fruit Street.</p>	1	Purchase Price	75%	2	Length of Due Diligence Period	5%	3	Length of Permitting Period	5%	4	Capacity to Perform	5%	5	Contingencies Requested by Buyer	10%
1	Purchase Price	75%														
2	Length of Due Diligence Period	5%														
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4	Capacity to Perform	5%														
5	Contingencies Requested by Buyer	10%														

Concord, New Hampshire.

The criteria have the following meaning:

- 1) Purchase Price: The price offered to be paid by Buyer less the cost to Seller of any requirements made by Buyer. The higher the dollar amount offered by Buyer after taking into consideration the cost to Seller of any requirements made by Buyer shall result in a higher score for this particular item.
- 2) Length of Due Diligence Period: The length of time requested by Buyer to conduct any and all due diligence. The shorter the length of time requested by Buyer then the higher the offer will score for this particular item. For example, an offer waiving any due diligence period would earn the full 5% for this category.
- 3) Length of Permitting Period: The length of time requested by Buyer to perform and complete any and all permitting prior to conveyance of the subject premises from Seller to Buyer. The shorter the length of time requested by Buyer then the higher the offer will score for this particular item. For example, an offer waiving the permitting period would earn the full 5% for this category.
- 4) Capacity to Perform: The likelihood Buyer will be able to timely perform and meet all obligations based upon experience and financial strength as demonstrated on documentation the Seller reserves the right to request.
- 5) Contingencies Requested by Buyer: The number, nature of and length of time for contingencies requested by Buyer to expire. The fewer contingencies requested by Buyer and/or shorter time period prior to which said requested contingencies

	shall expire and Buyer shall be obligated to purchase the subject premises then the higher the offer will score for this particular item.
Offer Contingencies :	Offers may be subject to additional negotiation at the time of review. The Seller reserves the right to reject any or all offers. All offers must be signed by an authorized representative of the Buyer. The selected offer will then be memorialized in a binding Purchase and Sales Agreement to be executed by the offeror. The property must then be offered to the City of Concord at the Purchase and Sales Agreement price pursuant to RSA 4:40, I. If the City refuses the offer or fails to respond within thirty (30) days after the date of the offer, then the Seller will execute the approved Purchase and Sales Agreement with the offeror and proceed thereunder toward closing. The Seller's obligation under such Purchase and Sales Agreement to convey the property shall be explicitly subject to prior final approval by the Governor and Executive Council of the State of New Hampshire, in accordance with RSA 4:40, I, which final approval shall be sought at such time as all contingencies set forth in said Purchase and Sales Agreement have been satisfied or waived. The general statutory procedure for disposal of surplus State real property is set forth in RSA 4:40.
Disclaimer:	The information provided to the Buyer has been obtained from sources believed to be reliable, however the Seller is not making any representation or warranty, written or implied, as to its accuracy. It is the responsibility of the Buyer to perform their own due diligence and financial analysis to determine the suitability of the property.

Agreed and Acknowledged:

BUYER:

SIGNATURE

DATE

PRINT NAME

Authorized Representative of:

Buyer